

HOME CARE PACKAGES PROGRAMME – EXTENDING CONSUMER DIRECTED CARE TO ALL CONSUMERS AND HOME CARE PROVIDERS: USER RIGHTS PRINCIPLES

baptist care
australia
we have a dream

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WHO WE ARE

Baptist Care Australia (BCA) is the national peak body representing Baptist community service agencies across Australia. We promote and enhance the work of our members. Our vision is for a transformed society based on Christ's values: that is, we desire to embody and foster care for the weak, the poor and the outcast within our society in ways that nurture life-giving transformation. We do not say this arrogantly, realising how likely we are to fall short of this ideal.

Our purpose is to:

- Give voice to those who are unable to advocate for themselves;
- Propose innovative solutions to unmet social need through research;
- Advocate for the role of the faith based, not-for-profit sector in society; and
- Optimise the collective capabilities of our Member organizations.

The members of BCA have an annual turnover of around \$0.6 billion, employ around 7,000 staff, and engage with almost 2,000 volunteers annually. BCA members are actively involved in the provision of Home Services and Residential Aged Care, with more than 300 villages and Residential Aged Care facilities as well as an ever increasing number of social and affordable housing units, providing homes to over 6000 older and vulnerable Australians.

In addition, member agencies of Baptist Care Australia are engaged in:

- Homelessness services
- Care services for young people under guardianship
- Refugee and Asylum seeker services
- Disability support services
- Respite services
- Outdoor recreation and adventure camping
- Community development initiatives
- Foster care
- Drug and alcohol services
- Chaplaincy
- Low income services including financial counselling and 'no interest loans'
- Food bank services to over 130 organisations
- Mental health support services
- Semi-independent and supported accommodation for young people
- Youth education and training services
- Employment services
- Community nursing services
- Delivery of training courses for individuals and families
- Aboriginal services
- Family relationship counselling
- Domestic violence support
- Community housing
- Food for Life programme to vulnerable communities
- Gateway and referral services

SUBMISSION DETAIL

Thank you for this opportunity to provide feedback on whether the proposed changes accompanying the introduction of consumer directed care (CDC) for all home care packages from July 2015 will operate as intended (whether there are any gaps or areas which require further clarification in order to be readily understood by consumers and providers).

This submission provides feedback, by way of a few observations and suggestions, to the consultation paper describing the extension of CDC to all home care providers and consumers, and also to how the requirements of CDC will be made more transparent and streamlined, through changes to the Aged Care Principles that are made under the Aged Care Act 1997.

21A (5) If the individualised budget for a care recipient is reviewed and revised under subsection (4), the approved provider must give the care recipient a copy of the revised individualised budget.

The current experience of BCA members is that there can be regular revisions, of a minor nature, to the originally planned schedule as a client makes choices to amend their service based on their specific needs and requirements. For example, if a client requests to extend their Personal Care service for 6 weeks following hospitalisation for additional support while they recover. In such instances, the need to issue a revised individual budget would not always be necessary as the client may have banked funds that they are utilising for this and their monthly statement provides them with this information. It is noted, in the context of individual budgets for multiple clients needing to be revised and copies provided for frequent, small, incremental changes to home care packages, this burden has the potential to become an enormous, impossible and costly impost.

It is respectfully suggested this clause state instead that an individualised budget be provided at the request of the client following any review or revision.

21B 2 (f) that any amount of home care fees paid by the care recipient to the approved provider that has not been spent, and that is not refundable under paragraph 52D-1(2)(d) of the Act and section 13 of the Fees and Payments Principles 2014 (No. 2), will not be refunded to the care recipient if the provider ceases to provide home care to the care recipient.

It is noted this will be very difficult to manage. A key question it raises is how would one determine if any of the client banked funds (assuming this is in credit) are home care fees not spent as opposed to subsidy or supplement income.

It is respectfully suggested that consideration is given to removing this clause or consideration is given to clarifying that only top-up fees will be refundable, not income tested fees and daily care fees. *6 (3) Each care recipient has the following rights:*

(a) to receive reliable, coordinated, safe, quality care and services which are appropriate to meeting his or her goals and assessed needs;

There is confusion around the level of potential liability for organisations acting as brokers to access services for clients. This is particularly the case should a client insist on utilising a provider the aged care provider does not believe has the appropriate policies etc in place or capacity to deliver. There is concern the aged care approved provider will carry the risk and liability should the chosen broker agency not deliver.

“It is expected that the consumer and provider would work together to co-design the format of the budget and monthly statement to ensure that it is meaningful and useful for the consumer. If the consumer and the provider agree to the provision of more regular statements, they may do so provided that there is at least a monthly statement that meets the minimum requirements described in the Principles.”

It is observed this statement is in the consultation paper but could not be found in the exposure draft (we recognise we may have missed it), however the BCA members felt it required comment. While our members have consulted with their clients about layout and readability of the client statement before it was built into the information technology (IT) software systems, the statement templates are now set so cannot be “co-designed” on a client by client basis.

It is suggested the proposed legislative change recommending the individualised and collaborative formatting and design of a consumer budget and statement, would be an unreasonable operational and financial impost for providers and would outweigh any perceived benefit for consumers, who would, after all, be the ones to incur the increased administrative cost.

With thanks,

Baptist Care Australia